

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

BARCO, INC. and BARCO NV,

Plaintiffs,

v.

YEALINK (USA) NETWORK TECHNOLOGY
CO., LTD., and YEALINK NETWORK
TECHNOLOGY CO., LTD.,

Defendants.

Case No. 2:23-cv-00521-JRG-RSP

JURY TRIAL DEMANDED

DEFENDANTS' SECOND AMENDED ANSWER AND AFFIRMATIVE DEFENSES

Defendants Yealink (USA) Network Technology Co., Ltd. and Yealink Network Technology Co., Ltd. (together, “Defendants” or “Yealink”) hereby provide their second amended answer (“SAC”) to Plaintiffs’ Complaint for Patent Infringement (“Complaint”).

NATURE OF THE ACTION

1. Yealink admits Paragraph 1 lists U.S. Patent Nos. 10,762,002, 10,795,832, 10,904,103, 11,258,676, 11,403,237, and 11,422,951 (the “Asserted Patents”). Yealink is without knowledge or information sufficient as to the truth of the remaining allegations and denies them.

2. Yealink does not dispute that its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed certain claims of the Asserted Patents. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink’s WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies its A20-020-TEAMS Video Bar product by itself infringed any claims and denies the remaining allegations in Paragraph 2.

3. Yealink admits it uses distributors in the United States to sell its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products. Yealink denies the remaining allegations in Paragraph 3.

PARTIES

4. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 of the Complaint and, on that basis, denies each and every allegation therein.

5. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5 of the Complaint and, on that basis, denies each and every allegation therein.

6. Yealink admits that Yealink (USA) Network Technology Co., Ltd. is a wholly-owned subsidiary of and Yealink Network Technology Co., Ltd. Yealink denies all other allegations in Paragraph 6 of the Complaint.

7. Yealink admits that Yealink Network Technology Co., Ltd. is a company organized under the laws of China and headquartered at 666 Hu'an Road, Huli District, Xiamen, Fujian Province, 361006, China. Yealink denies all other allegations in Paragraph 7 of the Complaint.

8. Yealink admits it maintains a place of business in the United States at Suite 160, 5445 Legacy Drive, Plano, Texas 75024. The remainder of Paragraph 8 of the Complaint contains legal conclusions to which no response is required and, to the extent a response is required, Yealink denies the remaining allegations of Paragraph 8.

9. Yealink denies each and every allegation in Paragraph 9 of the Complaint.

JURISDICTION AND VENUE

10. Paragraph 10 states a legal conclusion to which no response is required. To the extent a response is required, Yealink admits that this action purports to be brought under 35 U.S.C. §§ 271 *et seq.*

11. Paragraph 11 states a legal conclusion to which no response is required. To the extent a response is required, Yealink does not dispute that this Court subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

12. Paragraph 12 states a legal conclusion to which no response is required. To the extent a response is required, Yealink avers it does not, for the purpose of this action only, contest personal jurisdiction. Yealink denies any remaining allegations in Paragraph 12 of the Complaint.

13. Paragraph 13 states a legal conclusion to which no response is required. To the extent a response is required, Yealink avers it does not, for the purpose of this action only, contest venue. Yealink denies any remaining allegations in Paragraph 13 of the Complaint.

14. Paragraph 14 states a legal conclusion to which no response is required. To the extent a response is required, Yealink avers it does not, for the purpose of this action only, contest personal jurisdiction. Yealink denies any remaining allegations in Paragraph 14 of the Complaint.

15. Paragraph 15 states a legal conclusion to which no response is required. To the extent a response is required, Yealink denies each and every allegation in Paragraph 15 of the Complaint.

16. Paragraph 16 states a legal conclusion to which no response is required. To the extent a response is required, Yealink denies each and every allegation in Paragraph 16 of the Complaint.

17. Paragraph 17 states a legal conclusion to which no response is required. To the extent a response is required, Yealink avers it does not, for the purpose of this action only, contest venue. Yealink denies any remaining allegations in Paragraph 17 of the Complaint.

18. Paragraph 18 states a legal conclusion to which no response is required. To the extent a response is required, Yealink avers it does not, for the purpose of this action only, contest personal jurisdiction. Yealink denies any remaining allegations in Paragraph 18 of the Complaint.

FACTUAL BACKGROUND

A. The Asserted Patents

19. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint and, on that basis, denies each and every allegation therein.

20. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 of the Complaint and, on that basis, denies each and every allegation therein.

21. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 of the Complaint and, on that basis, denies each and every allegation therein.

22. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 of the Complaint and, on that basis, denies each and every allegation therein.

23. Yealink admits that the '002 Patent is titled "Electronic Tool and Methods With Audio For Meetings" and is issued on September 1, 2020. Yealink further admits that the '237 Patent is titled "Electronic Tool and Methods With Audio For Meetings" and is issued on August 2, 2022.

24. Yealink denies each and every allegation in Paragraph 24 of the Complaint.

25. Yealink admits that Paragraph 25 of the Complaint purports to show a side-by-side comparison of Yealink's product and Barco's device. Yealink specifically denies that Paragraph 25 accurately describes Yealink's product and denies all other allegations in Paragraph 25 of the Complaint.

26. Yealink admits that the '832 Patent is titled "Electronic Tool For Communicating Over A Communication Network" and is issued on October 6, 2020. Yealink further admits that the '103 Patent is titled "Electronic Tool and Methods for Meetings" and is issued on January 26, 2021.

27. Yealink denies each and every allegation in Paragraph 27 of the Complaint.

28. Yealink admits that Paragraph 28 of the Complaint purports to show a side-by-side comparison of Yealink's product and Barco's device. Yealink specifically denies that Paragraph 28 accurately describes Yealink's product and denies all other allegations in Paragraph 28 of the Complaint.

29. Yealink admits that the '676 Patent is titled "Electronic Tool and Methods for Meetings" and is issued on February 22, 2022. Yealink further admits that the '951 Patent is titled "Electronic Tool and Methods For Meetings Between Two Users" and is issued on August 23, 2022.

30. Yealink denies each and every allegation in Paragraph 30 of the Complaint.

31. Yealink admits that Paragraph 31 of the Complaint purports to show a side-by-side comparison of Yealink's product and Barco's device. Yealink specifically denies that Paragraph 31 accurately describes Yealink's product and denies all other allegations in Paragraph 31 of the Complaint.

32. Yealink is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 of the Complaint and, on that basis, denies each and every allegation therein.

B. Yealink's Products

33. Yealink admits that it sells and imports certain wireless presentation tools to resellers, distributors, and consumers in the United States, including in Texas. Yealink denies all other allegations in Paragraph 33 of the Complaint.

34. Yealink denies each and every allegation in Paragraph 34 of the Complaint.

35. Paragraph 35 states a legal conclusion to which no response is required. To the extent a response is required, Yealink denies the allegations in Paragraph 35 of the Complaint.

C. Yealink's Purported Refusal to Cease Infringement of Barco's Patents

36. Yealink admits that it received a letter from Barco in May 2023 regarding alleged infringement of certain patents. Yealink denies all remaining allegations in Paragraph 36 of the Complaint.

37. Yealink admits that in Barco's May 2023 letter to Yealink, Barco identified Yealink's A20-020-TEAMS Video Bar and WPP30 Presentation Pod as allegedly infringing the '002, '832, and '951 Patents. The rest of Paragraph 37 contains legal conclusions to which no response is required and thus, Yealink denies the remaining allegations in Paragraph 37 of the Complaint.

38. Yealink admits that on August 24, 2023, it received a letter from Barco, which identified Yealink's A20-020-TEAMS Video Bar and WPP30 Presentation Pod as allegedly infringing the '002, '832, '951, '103, '237 Patents. The rest of Paragraph 38 contains legal conclusions to which no response is required and thus, Yealink denies the remaining allegations in Paragraph 38 of the Complaint.

39. Yealink denies each and every allegation in Paragraph 39 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

COUNT I—ALLEGED INFRINGEMENT OF THE '002 PATENT

40. Paragraph 40 does not contain any allegations of facts, and, therefore, no answer is required. Yealink incorporates by reference its responses in Paragraphs 1 through 39 as though fully set forth herein.

41. Yealink admits that its WPP30 Presentation Pod, when used with a connected device, infringed claim 11 of the '002 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies all other allegations in Paragraph 41 of the Complaint.

42. Paragraph 42 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod, when used with a connected device, infringed claim 11 of the '002 Patent. Yealink denies the remaining allegations in Paragraph 42 of the Complaint.

43. Yealink denies each and every allegation in Paragraph 43 of the Complaint.

44. Yealink denies each and every allegation in Paragraph 44 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30

Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

45. Paragraph 45 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod, when used with a connected device, infringed claim 11 of the '002 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies the remaining allegations in Paragraph 45 of the Complaint.

46. Paragraph 46 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod, when used with a connected device, infringed claim 11 of the '002 Patent. Yealink denies the remaining allegations in Paragraph 46 of the Complaint.

47. Yealink denies each and every allegation in Paragraph 47 of the Complaint.

48. Yealink denies each and every allegation in Paragraph 48 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

49. Yealink denies each and every allegation in Paragraph 49 of the Complaint.

COUNT II—ALLEGED INFRINGEMENT OF THE '832 PATENT

50. Paragraph 50 does not contain any allegations of facts, and, therefore, no answer is required. Yealink incorporates by reference its responses in Paragraphs 1 through 49 as though fully set forth herein.

51. Yealink admits that its WPP30 Presentation Pod infringed claim 1 of the '832 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies all other allegations in Paragraph 41 of the Complaint.

52. Paragraph 52 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod infringed claim 1 of the '832 Patent. Yealink denies the remaining allegations in Paragraph 42 of the Complaint.

53. Yealink denies each and every allegation in Paragraph 53 of the Complaint.

54. Yealink denies each and every allegation in Paragraph 54 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

55. Paragraph 55 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod infringed claim 1 of the '832 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies the remaining allegations in Paragraph 55 of the Complaint.

56. Paragraph 56 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod infringed claim 1 of the '832 Patent. Yealink denies the remaining allegations in Paragraph 56 of the Complaint.

57. Yealink denies each and every allegation in Paragraph 57 of the Complaint.

58. Yealink denies each and every allegation in Paragraph 58 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

59. Yealink denies each and every allegation in Paragraph 59 of the Complaint.

COUNT III—ALLEGED INFRINGEMENT OF THE '103 PATENT

60. Paragraph 60 does not contain any allegations of facts, and, therefore, no answer is required. Yealink incorporates by reference its responses in Paragraphs 1 through 59 as though fully set forth herein.

61. Yealink admits that its WPP30 Presentation Pod infringed claim 1 of the '103 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies all other allegations in Paragraph 61 of the Complaint.

62. Paragraph 62 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod

infringed claim 1 of the '103 Patent. Yealink denies the remaining allegations in Paragraph 62 of the Complaint.

63. Yealink denies each and every allegation in Paragraph 63 of the Complaint.

64. Yealink denies each and every allegation in Paragraph 64 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

65. Paragraph 65 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod infringed claim 1 of the '103 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies the remaining allegations in Paragraph 65 of the Complaint.

66. Paragraph 66 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod infringed claim 1 of the '103 Patent. Yealink denies the remaining allegations in Paragraph 66 of the Complaint.

67. Yealink denies each and every allegation in Paragraph 67 of the Complaint.

68. Yealink denies each and every allegation in Paragraph 68 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30

Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

69. Yealink denies each and every allegation in Paragraph 69 of the Complaint.

COUNT IV—ALLEGED INFRINGEMENT OF THE '676 PATENT

70. Paragraph 70 does not contain any allegations of facts, and, therefore, no answer is required. Yealink incorporates by reference its responses in Paragraphs 1 through 69 as though fully set forth herein.

71. Yealink admits that its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '676 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '676 Patent. Yealink denies all other allegations in Paragraph 71 of the Complaint.

72. Paragraph 72 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '676 Patent. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '676 Patent. Yealink denies the remaining allegations in Paragraph 72 of the Complaint.

73. Yealink denies each and every allegation in Paragraph 73 of the Complaint.

74. Yealink denies each and every allegation in Paragraph 74 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in

the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

75. Paragraph 75 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '676 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '676 Patent. Yealink denies the remaining allegations in Paragraph 75 of the Complaint.

76. Paragraph 76 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '676 Patent. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '676 Patent. Yealink denies the remaining allegations in Paragraph 76 of the Complaint.

77. Yealink denies each and every allegation in Paragraph 77 of the Complaint.

78. Yealink denies each and every allegation in Paragraph 78 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30

Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

79. Yealink denies each and every allegation in Paragraph 79 of the Complaint.

COUNT V—ALLEGED INFRINGEMENT OF THE '237 PATENT

80. Paragraph 80 does not contain any allegations of facts, and, therefore, no answer is required. Yealink incorporates by reference its responses in Paragraphs 1 through 79 as though fully set forth herein.

81. Yealink admits that its WPP30 Presentation Pod products, when used with a connected device, infringed claim 1 of the '237 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies all other allegations in Paragraph 81 of the Complaint.

82. Paragraph 82 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod products, when used with a connected device, infringed claim 1 of the '237 Patent. Yealink denies the remaining allegations in Paragraph 82 of the Complaint.

83. Yealink denies each and every allegation in Paragraph 83 of the Complaint.

84. Yealink denies each and every allegation in Paragraph 84 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

85. Paragraph 85 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod products, when used with a connected device, infringed claim 1 of the '237 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink denies the remaining allegations in Paragraph 85 of the Complaint.

86. Paragraph 86 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its WPP30 Presentation Pod products, when used with a connected device, infringed claim 1 of the '237 Patent. Yealink denies the remaining allegations in Paragraph 86 of the Complaint.

87. Yealink denies each and every allegation in Paragraph 87 of the Complaint.

88. Yealink denies each and every allegation in Paragraph 88 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

89. Yealink denies each and every allegation in Paragraph 89 of the Complaint.

COUNT VI—ALLEGED INFRINGEMENT OF THE '951 PATENT

90. Paragraph 90 does not contain any allegations of facts, and, therefore, no answer is required. Yealink incorporates by reference its responses in Paragraphs 1 through 89 as though fully set forth herein.

91. Yealink admits that its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '951

Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '951 Patent. Yealink denies all other allegations in Paragraph 91 of the Complaint.

92. Paragraph 92 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '951 Patent. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '951 Patent. Yealink denies the remaining allegations in Paragraph 92 of the Complaint.

93. Yealink denies each and every allegation in Paragraph 93 of the Complaint.

94. Yealink denies each and every allegation in Paragraph 94 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

95. Paragraph 95 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '951 Patent. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S.

distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '951 Patent. Yealink denies the remaining allegations in Paragraph 95 of the Complaint.

96. Paragraph 96 states legal conclusions to which no response is required. To the extent a response is required, Yealink avers that it does not dispute its A20-020-TEAMS Video Bar and WPP30 Presentation Pod products, when and only when used together in the same system, infringed claim 1 of the '951 Patent. Yealink specifically denies its A20-020-TEAMS Video Bar product by itself infringed any claims of the '951 Patent. Yealink denies the remaining allegations in Paragraph 96 of the Complaint.

97. Yealink denies each and every allegation in Paragraph 97 of the Complaint.

98. Yealink denies each and every allegation in Paragraph 98 of the Complaint. Yealink avers that as of April 2024, Yealink has already recalled its WPP30 Presentation Pod products in the U.S. and has expressly instructed its U.S. distributors to cease all sales of Yealink's WPP30 Presentation Pod products. See <https://www.yealink.com/en/product-detail/wireless-presentation-wpp30-eol>.

99. Yealink denies each and every allegation in Paragraph 99 of the Complaint.

RESPONSE TO PRAYER FOR RELIEF

To the extent that the Prayer for Relief section of the Complaint is deemed to allege any facts or entitlements to the relief requested, Yealink denies each and every allegation. Specifically, Yealink denies that Barco is entitled to any relief whatsoever.

ADDITIONAL AND AFFIRMATIVE DEFENSES

Yealink asserts the following additional and affirmative defenses without assuming any burden of proof when such burden would otherwise be on Barco. Yealink repeats and incorporates

by reference each of its answers in paragraphs 1 through 99 and the Response to Prayer for Relief as set forth above with each of the following defenses as if fully set forth herein. Further, Yealink specifically reserves all rights to assert additional defenses and affirmative defenses as additional information becomes available.

FIRST DEFENSE

The claims of the '002, '832, '103, '676, '237, '951 Patents are invalid for failure to meet the requirements of 35 U.S.C. § 112 and/or 35 U.S.C. § 101.

SECOND DEFENSE

Barco's claims against Yealink are barred, in whole or in part, by 35 U.S.C. § 287.

THIRD DEFENSE

Barco is precluded from recovering costs under 35 U.S.C. § 288.

FOURTH DEFENSE

Barco is not entitled to any injunctive relief because, among other reasons, any alleged injury is not immediate or irreparable, and Barco has an adequate remedy at law for any alleged injury.

Dated: September 20, 2024

Respectfully submitted,

DENTONS US LLP

/s/ Victor C. Johnson

Victor C. Johnson
Texas Bar No. 24029640
Forrest D. Gothia
Texas Bar No. 24125250
100 Crescent Court, Suite 900
Dallas, Texas 75201
(214) 259-1876
Email: victor.johnson@dentons.com
(214) 259-1887
Email: forrest.gothia@dentons.com

Stephen Yang (*Pro Hac Vice* granted)
New York State Bar No. 5123492
1221 Avenue of the Americas
New York, New York 10020-1089
(212) 398-4890
Email: stephen.yang@dentons.com

Timothy C. Bickham (*Pro Hac Vice* granted)
DC State Bar No. 45614
Mark Consilvio (*Pro Hac Vice* granted)
Maryland State Bar No. 1312170173
1900 K Street, NW
Washington, DC 20006-1102
(202) 408-6390
Email: timothy.bickham@dentons.com
(202) 408-3938
Email: mark.consilvio@dentons.com

***Attorneys for Defendants Yealink (USA)
Network Technology Co., Ltd. and Yealink
Network Technology Co., Ltd.***

CERTIFICATE OF SERVICE

I certify that on September 20, 2024, a true and correct copy of the foregoing document was electronically filed and served on all counsel of record using the Court's CM/ECF system, in accordance with the Federal Rules of Civil Procedure and Local Rule 5.1.

/s/ Victor C. Johnson
Victor C. Johnson